

ANNEX 1
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND WILLIAM MARCH RICE UNIVERSITY
UNDER SPACE ACT UMBRELLA AGREEMENT
NO.

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of documenting NASA JSC's participation in the Ion's Aerospace Accelerator for Minority Business Enterprises (MBE or Program) and other activities at the Ion. In alignment with NASA's goal to encourage a robust commercial space industry, this will allow NASA JSC to support the development of these companies in the commercial space industry. As the companies grow and develop beyond the Program, the US space industry will potentially benefit from and/or leverage those companies' expertise to advance future missions.

This Annex will focus on NASA and Partner supporting the establishment of a technology transfer center at the Ion to facilitate the transfer of NASA technology to the commercial space ecosystem being developed at and around the Ion and in an around the larger Houston-Galveston region. The technology transfer center will assist participants in the commercial space ecosystem identify NASA technologies and other technologies that match their particular needs. This Annex and activities under this Annex will allow NASA and Partner to effectively and efficiently determine potential transferees for NASA technology for commercial purposes. Through a series of programs, the Ion will ensure the entrepreneurs are prepared to pitch their innovations to NASA, venture capitalists and business ventures engaged in economic development and commercial space activities.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e))

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide information, as appropriate, to Partner regarding technologies in the NASA Intellectual Property portfolio that might be of interest to entrepreneurs and with potential commercial applications.
2. Provide Partner with information regarding the NASA technology licensing process. Upon the request of Partner, provide feedback to entrepreneurs about entrepreneurs' licensing requests for NASA technology that arise pursuant to

activities under this Annex. Where deemed appropriate and at NASA's sole discretion, NASA will enter into agreements arising from such licensing requests and will issue final determinations on all technology transfer activities under this Annex.

3. Support the Program by providing NASA experts to serve as Judges, Mentors and or Speakers for selected activities, to the extent NASA resources are available.
4. Provide Partner with information concerning NASA's SBIR/STTR program, and other technology development programs that might be available to participating startups.

Partner will use reasonable efforts to:

1. Create programming and curriculum to support the recruitment and acceleration of the highest potential entrepreneurs working in the commercial space industry or with underlying translational technology.
2. Provide input to NASA on NASA technologies that have potential commercial application for prospective entrepreneurs.
3. Engage prospective entrepreneurs among space organizations, technology companies, as well academic, non-profit, public and private institutions to participate in commercial application of selected NASA technologies.
4. Identify appropriately qualified and competent entrepreneurs within The Ion network for transfer of NASA technologies.
5. Identify appropriately qualified and competent companies, within The Ion network, for potential participation in NASA's SBIR/STTR technology development solicitations.
6. Serve as the lead organization for the coordination, execution, and marketing of the Program and the technology transfer office.
7. Notify NASA of opportunities to engage with the commercial space industry through speaking engagements, mentorship and judging.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

- Oct 4 – Partner will open application period for Program to recruit the highest potential entrepreneurs working in the commercial space industry or with underlying translational technology (Partner Responsibilities 1 and 6)
- Feb 2 – Partner will close application period for Program and begin review process to select the highest potential entrepreneurs working in the commercial space industry or with underlying translational technology (Partner Responsibilities 1 and 6)
- Feb – Partner will review applications and select of the highest potential entrepreneurs for participation in the Program (Partner Responsibilities 1 and 6)

- March 21 – Program Starts (Partner Responsibilities 1 and 6)
- April – May – Operation and NASA support for Program (NASA Responsibilities 1-4 and Partner Responsibilities 1-6)
- September – Completion of Program (NASA Responsibilities 1-4 and Partner Responsibilities 1-6)

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Sam Gunderson - Manager
Partnerships Office
2101 NASA Parkway: Org: XT
Houston, Texas 77058
Phone: 281-483-1144
samuel.b.gunderson@nasa.gov

William March Rice University
Krystal Toups
Assistant Vice Provost for Sponsored
Projects and Research Compliance
6100 Main St., Houston, TX 77005
Phone: 713-348-6200
Email: spararc@rice.edu

Technical Points of Contact

NASA Lyndon B. Johnson Space Center
Leonard Yowell- Manager
Technology Commercialization Office
2101 NASA Parkway: Org: XT
Houston, Texas 77058
Phone: 281-483-4578
Kris.A.Romig@NASA.Gov

Rice Management Company - Ion
Jan E. Odegard
Executive Director
Rice Management Company - Ion
6100 Main St., Houston, TX 77005
Phone: 281-221-2183
Email: jodegard@ionhouston.com

Dan Jacobs – Executive Liaison for
Economic Development
2101 NASA Parkway: Org: XT
Houston, Texas 77058
Phone: 281-244-8960
daniel.v.jacobs@NASA.Gov

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

BY: Vanessa Wyche
Vanessa Wyche, Director
Johnson Space Center

DATE: 7/14/2022

WILLIAM MARCH RICE
UNIVERSITY

BY: Douglas Natelson
Douglas Natelson
Interim Vice Provost of Research

DATE: July 14, 2022

ION

BY: Jan E. Odegard
Jan E. Odegard
Executive Director, Ion

DATE: July 14, 2022